

B 210A (Form 210A) (12/09)

UNITED STATES BANKRUPTCY COURT

Southern District Of New York

In re Lehman Brothers Holdings Inc.,

Case No. 08-13555

TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

HBK MASTER FUND L.P.

Name of Transferee

RBS SECURITIES INC.

Name of Transferor

Name and Address where notices to
transferee should be sent:

HBK Master Fund L.P.
c/o HBK Services LLC
2101 Cedar Springs Road, Suite 700
Dallas, TX 75201

Court Claim # (if known): 59676

Allowed Amount of Claim with respect to ISIN
XS0346821357: US\$1,475,000.00

Allowed Amount of Claim with respect to ISIN
XS0346821357 to be Transferred:
US\$1,475,000.00 (or 100% of the Allowed
Amount of Claim)

Phone: (214) 758-6107

Last Four Digits of Acct #: _____

Date Claim Filed: October 30, 2009

Phone: _____

Last Four Digits of Acct #: _____

Name and Address where transferee
payments should be sent (if different from
above):

Phone: _____

Last Four Digits of Acct #: _____

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By: /s/ J. R. Smith
Transferee/Transferee's Agent

Date: April 17, 2013

B 210A (Form 210A) (12/09)

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Southern District Of New York

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Dallas, TX 75201

Phone: (214) 758-6107

Last Four Digits of Acct #: _____

Name and Address where transferee
payments should be sent (if different from
above):

Phone: _____

Last Four Digits of Acct #: _____

RBS SECURITIES INC.

Name of Transferor

Court Claim # (if known): 45228

Allowed Amount of Claim with respect to ISIN
XS0315264001: US\$393,000.00

Allowed Amount of Claim with respect to ISIN
XS0315264001 to be Transferred:
US\$393,000.00 (or 100% of the Allowed
Amount of Claim with respect to ISIN
XS0315264001)

Date Claim Filed: October 23, 2009

Phone: _____

Last Four Digits of Acct #: _____

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By: /s/ J. R. Smith
Transferee/Transferee's Agent

Date: April 17, 2013

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

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Name of Transferee

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c/o HBK Services LLC
2101 Cedar Springs Road, Suite 700
Dallas, TX 75201

Phone: (214) 758-6107

Last Four Digits of Acct #: _____

Name and Address where transferee
payments should be sent (if different from
above):

Phone: _____

Last Four Digits of Acct #: _____

RBS SECURITIES INC.

Name of Transferor

Court Claim # (if known): 45229

Allowed Amount of Claim with respect to ISIN
XS0315264001: US\$879,000.00

Allowed Amount of Claim with respect to ISIN
XS0315264001 to be Transferred:
US\$879,000.00 (or 100% of the Allowed
Amount of Claim with respect to ISIN
XS0315264001)

Date Claim Filed: October 23, 2009

Phone: _____

Last Four Digits of Acct #: _____

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By: /s/ J. R. Smith

Transferee/Transferee's Agent

Date: April 17, 2013

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Phone: (214) 758-6107

Last Four Digits of Acct #: _____

Name and Address where transferee
payments should be sent (if different from
above):

Phone: _____

Last Four Digits of Acct #: _____

RBS SECURITIES INC.

Name of Transferor

Court Claim # (if known): 45236

Allowed Amount of Claim with respect to ISIN
XS0315264001: US\$228,000.00

Allowed Amount of Claim with respect to ISIN
XS0315264001 to be Transferred:
US\$228,000.00 (or 100% of the Allowed
Amount of Claim with respect to ISIN
XS0315264001)

Date Claim Filed: October 23, 2009

Phone: _____

Last Four Digits of Acct #: _____

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By: /s/ J. R. Smith
Transferee/Transferee's Agent

Date: April 17, 2013

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, **RBS SECURITIES INC.** (the "**Seller**"), hereby unconditionally and irrevocably sells, transfers and assigns to **HBK MASTER FUND L.P.** (the "**Purchaser**"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the principal amount specified in Schedule 1 attached hereto (the "**Purchased Claim**"), in Seller's right, title and interest in and to Proof of Claim Numbers set forth on Schedule 1 attached hereto filed by or on behalf of the **Original Claimants** specified on Schedule 1 (the "**Proofs of Claim**") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "**Proceedings**") in the United States Bankruptcy Court for the Southern District of New York (the "**Court**"), administered under Case No. 08-13555 (JMP) (the "**Debtor**"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "**Bankruptcy Code**")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c)), the "**Transferred Claims**"), and (d) the security or securities (any such security, a "**Purchased Security**") relating to the Purchased Claim and specified in Schedule 1 attached hereto.

2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller, or, alternatively, Seller has been duly authorized to sell, transfer and assign the Transferred Claims by the owner of Transferred Claims who has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by such owner or against such owner; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; (f) neither Seller nor, if applicable, the owner of Transferred Claims, has engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors; (g) the Notice of Proposed Allowed Claim Amount ("**Notice**") for the Proof of Claim provided to Purchaser is true and correct and no action was undertaken by Seller or any prior seller with respect to the Notice for the Proof of Claim; and (h) Seller has not received any payments whether directly or indirectly in respect of the Transferred Claims other than the first and second distributions (the "**Initial Distributions**"), and third distribution (the "**Transferrable Distribution**") relating to the Transferred Claims pursuant to the Modified Third Amended Joint Chapter 11 Plan of Lehman Brothers Holdings Inc. and its Affiliate Debtors, dated December 5, 2011, each in the same time, manner and amount as other unsecured creditors of the same class of claims generally.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

5. Upon execution and delivery of this Agreement by the parties (the date of such delivery, the "Closing Date"), and in any case no later than two (2) business days following the Closing Date, Seller shall remit the Transferrable Distribution to Purchaser in immediately available funds in accordance with the wire instructions set forth on Exhibit A attached hereto. Seller shall promptly (but in any event no later than three (3) business days after receipt) remit to Purchaser any payments, distributions or proceeds received by Seller in respect of the Transferred Claims on or after the date of this Agreement, whether from the Debtor or any prior seller, provided, however, that Seller shall be entitled to retain any distributions it received in connection with the Initial Distributions. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

[Remainder of page intentionally left blank; signatures follow on next page]

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is
executed this 12th day of April, 2013.

RBS SECURITIES INC.

By: 
Name: _____
Title: **KAREN BREWER**
DIRECTOR

RBS Securities Inc.
600 Washington Boulevard
Stamford, CT 06901

HBK MASTER FUND L.P.

By: **HBK Services LLC**
Investment Advisor

By: 
Name: J. BAKER GENTRY, JR.
Title: Authorized Signatory

2101 Cedar Springs Road, Suite 700
Dallas, Texas 75201
Telephone: (214) 758-6107
Facsimile: (214) 758-1207
Attention: General Counsel
legal@hbk.com

Schedule I

Transferred Claims

Purchased Claim

A portion of Proof of Claim 59676 relating to XS0346821357 which equals a total allowed amount of USD 1,475,000.00

A portion of Proof of Claim 45228 relating to XS0315264001 which equals a total allowed amount of USD 393,000.00

A portion of Proof of Claim 45229 relating to XS0315264001 which equals a total allowed amount of USD 879,000.00

A portion of Proof of Claim 45236 relating to XS0315264001 which equals a total allowed amount of USD 228,000.00

Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount	Original Claimant
4 YEAR RAINBOW NOTE	XS0346821357	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 1,475,000	RBS SECURITIES INC.
NOTE LINKED TO THE PERFORMANCE OF THE S AND P 500	XS0315264001	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 1,500,000	THE IBS TURNAROUND FUND (QP) (A LIMITED PARTNERSHIP)

Schedule I-1

741267v.1 2620/00437

76291.000006 EMF_US 44191412v2

EXHIBIT A

Purchaser's Wire Instructions

Bank of New York Mellon
ABA 021000018
Acct: 8900503904
Ref: HBK Master Fund L.P.